

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA; COMMERCE
STREET INVESTMENTS, LLC; PRU
ALPHA FIXED INCOME OPPORTUNITY
MASTER FUND I, L.P.; PRUCO LIFE
INSURANCE COMPANY; PRUCO LIFE
INSURANCE COMPANY OF NEW
JERSEY; THE PRUDENTIAL LIFE
INSURANCE COMPANY, LTD.;
PRUDENTIAL RETIREMENT INSURANCE
AND ANNUITY COMPANY; and
PRUDENTIAL TRUST COMPANY,

Plaintiffs,

vs.

CREDIT SUISSE SECURITIES (USA) LLC
(f/k/a CREDIT SUISSE FIRST BOSTON
LLC), CREDIT SUISSE FIRST BOSTON
MORTGAGE SECURITIES CORP., ASSET
BACKED SECURITIES CORPORATION,
and DLJ MORTGAGE CAPITAL, INC.,

Defendants.

No. 2:12-CV-07242 (KSH)(CLW)

STIPULATION OF VOLUNTARY
DISMISSAL WITH PREJUDICE

IT IS hereby stipulated and agreed to by and between counsel for Plaintiffs The Prudential Insurance Company of America, Commerce Street Investments, LLC, Pru Alpha Fixed Income Opportunity Master Fund I, L.P., Pruco Life Insurance Company of New Jersey, Prudential Investment Portfolios 2,¹ the Prudential Life Insurance Company, LTD., Prudential Retirement Insurance and Annuity Company, and Prudential Trust Company, and Defendants Credit Suisse

¹ All claims that were asserted or could have been asserted in this action by Plaintiff Prudential Investment Portfolios 2 against Defendants were previously voluntarily dismissed without prejudice in or around August 2, 2013. See Docket No. 64.

Securities (USA) LLC (f/k/a Credit Suisse First Boston LLC), Credit Suisse First Boston Mortgage Securities Corp., Asset Backed Securities Corporation, and DLJ Mortgage Capital, Inc., that the above-captioned matter has been settled on mutually-agreeable terms and it shall be and hereby is dismissed in its entirety with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), with all costs and expenses of suit being paid by the party incurring the same.

The Court shall retain jurisdiction over this matter for the purposes of enforcing all of the terms and provisions of this Stipulation including, but not limited to, any relief sought for a breach of or default under the Confidential Settlement Agreement and Release entered into by the parties.

DATED: August 22, 2014

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DATED: August 22, 2014

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DATED: 8/25/14

IT IS SO ORDERED

Katharine S. Hayden
THE HONORABLE KATHARINE S. HAYDEN
UNITED STATES DISTRICT JUDGE